Company Tracking Number: 2011LOANS-201

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Equivest

Project Name/Number: Series 201 - ENDORSEMENT APPLICABLE TO LOANS/2011LOANS-201

## Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: Equivest SERFF Tr Num: ELAS-127373202 State: Arkansas TOI: A02.1I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 49587

Variable and Variable Closed

Sub-TOI: A02.1I.002 Flexible Premium Co Tr Num: 2011LOANS-201 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Author: Robert Palermo Disposition Date: 08/23/2011

Date Submitted: 08/17/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: 09/19/2011 Implementation Date:

State Filing Description:

### **General Information**

Project Name: Series 201 - ENDORSEMENT APPLICABLE TO LOANS Status of Filing in Domicile: Not Filed

Project Number: 2011LOANS-201

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Overall Rate Impact: Filing Status Changed: 08/23/2011

State Status Changed: 08/23/2011

Deemer Date: Created By: Robert Palermo

Submitted By: Robert Palermo Corresponding Filing Tracking Number:

Filing Description:

Please see attached filing letter for details.

# **Company and Contact**

#### **Filing Contact Information**

Gregory Prato, Assistant Vice President greg.prato@axa-equitable.com

1290 Avenue of the Americas, 14th Floor 212-314-5710 [Phone]

New York, NY 10104 212-314-3380 [FAX]

Filing Company Information

Company Tracking Number: 2011LOANS-201

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Equivest

Project Name/Number: Series 201 - ENDORSEMENT APPLICABLE TO LOANS/2011LOANS-201

AXA Equitable Life Insurance Company CoCode: 62944 State of Domicile: New York
1290 Avenue of the Americas, 14-10 Group Code: 968 Company Type: LIFE Insurance

New York,, NY 10104 Group Name: State ID Number:

(212) 314-2921 ext. [Phone] FEIN Number: 13-5570651

-----

## **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: 1 form - \$50.00 each (AR Fee) = \$50.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

AXA Equitable Life Insurance Company \$50.00 08/17/2011 50693715

Company Tracking Number: 2011LOANS-201

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Equivest

Project Name/Number: Series 201 - ENDORSEMENT APPLICABLE TO LOANS/2011LOANS-201

## **Correspondence Summary**

#### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	08/23/2011	08/23/2011

Company Tracking Number: 2011LOANS-201

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Equivest

Project Name/Number: Series 201 - ENDORSEMENT APPLICABLE TO LOANS/2011LOANS-201

## **Disposition**

Disposition Date: 08/23/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 2011LOANS-201

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Equivest

Project Name/Number: Series 201 - ENDORSEMENT APPLICABLE TO LOANS/2011LOANS-201

Schedule	Schedule Item	Schedule Item Status Public Access
<b>Supporting Document</b>	Flesch Certification	No
<b>Supporting Document</b>	Application	No
<b>Supporting Document</b>	Life & Annuity - Acturial Memo	No
<b>Supporting Document</b>	Variable Text Memorandum	Yes
<b>Supporting Document</b>	Certificate of Compliance	Yes
<b>Supporting Document</b>	Filing Letter	Yes
Form	ENDORSEMENT APPLICABLE TO	Yes

**LOANS** 

Company Tracking Number: 2011LOANS-201

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Equivest

Project Name/Number: Series 201 - ENDORSEMENT APPLICABLE TO LOANS/2011LOANS-201

#### Form Schedule

Lead Form Number: 2011LOANS-201

Schedule	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Item	Number			Data		
Status						
	2011LOAN	Policy/Cont ENDORSEMENT	Initial			TSA-EDC
	S-201	ract/Fratern APPLICABLE TO				SERIES 201
		al LOANS				LOAN
		Certificate:				PROCESSIN
		Amendmen				G
		t, Insert				ENDORSEM
		Page,				ENT
		Endorseme				(INDIVIDUAL-
		nt or Rider				FINAL).pdf

#### AXA EQUITABLE LIFE INSURANCE COMPANY

#### ENDORSEMENT APPLICABLE TO LOANS

This Endorsement applies to TSA Contracts and Governmental Employer Plan EDC Contracts. It does not apply to Tax-Exempt Employer Plan EDC Contracts. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company ("AXA Equitable") and "you" and "your" mean the Owner in the case of a TSA Contract, and the Annuitant, in the case of a Governmental Employer Plan EDC Contract.

The provisions of this Loan Endorsement supersede any inconsistent provisions of the Contract or any other Endorsement. For purposes of this Endorsement any reference to "Contract" will also include "Certificate".

#### **PART I - DEFINITIONS**

The following Section is replaced with the following:

#### SECTION 1.02 ANNUITY ACCOUNT VALUE

"Annuity Account Value" means the sum of the amounts held for you in the Investment Options.

The following Section is replaced with the following:

#### **SECTION 1.05 CASH VALUE**

Cash Value means the Annuity Account Value, less any charges that apply.

The following Section is replaced with the following:

#### **SECTION 5.05 LOANS**

#### General:

If and as permitted by the Plan and prior to your Maturity Date, you may request a loan under your Contract by completing a loan request form. Your loan is subject to the terms of the Plan and the Code. Future restrictions in the Code may require changes in the terms and availability of loans.

A loan is effective on the date we specify after we approve your Loan Request Form. Your Loan is subject to the approval of your Employer or the Employer's Designee, as reported to us. Your loan request form, together with your loan confirmation notice, will be your loan agreement and will contain all the terms of the loan which apply, including the amount of the loan, interest rate and the repayment due dates.

#### Loan Amount:

Applicable to all Types of Contracts:

In calculating the loan amount:

- (i) The Annuity Account Value is as of the Loan Effective Date.
- (ii) The loan amount requested cannot exceed the maximum loan amount permitted under the Plan and Section 72(p) of the Code.

The maximum loan amount is limited to the maximum amount aggregated for all plan loans which you have outstanding under the Plan. The calculation includes all tax-qualified plans of your Employer and all of the funding vehicles under the Plan, as required by Section 72(p) of the Code.

The maximum loan amount you are permitted under the Code may not be more than the lesser of (A) or (B) below:

- (A) \$50,000, less the highest outstanding balance of loans under the Plan and any other tax-qualified plan that you have with your Employer during the one-year period ending on the day before the Loan Effective Date, over the outstanding balance of loans under the Plan and any other tax-qualified plan that you have with your Employer on the Loan Effective Date.
- (B) The greater of (i) one half the present value of your nonforfeitable accrued benefit under the Plan and any other tax-qualified plan of your Employer or (ii) \$10,000.

The following apply to your TSA Contract if it is part of an ERISA Plan:

- (i) The minimum loan amount is [\$500] and you must have a minimum Annuity Account Value of [\$1,000] to take a loan.
- (ii) The maximum loan amount is 50% of your Annuity Account Value on the date that you take a withdrawal to effect a loan under your Contract. However, the loan amount cannot be more than \$50,000.

The following apply to your TSA Contract if it is part of a non-ERISA Plan or if you have a Governmental Employer Plan EDC Contract:

(i) The minimum loan amount is [\$500] and you must have a minimum Annuity Account Value of [\$1,000] to take a loan.

- (ii) You may take a loan up to 80% of your Annuity Account Value, if your Annuity Account Value is at least [\$1,000], but less than \$12,500, subject to a remaining Annuity Account Value of [\$500]; or
- (iii) You may take a loan up to \$10,000 if your Annuity Account Value is at least \$12,500, but less than \$20,000; or
- (iv) You may take a loan up to 50% of your Annuity Account Value if it is \$20,000 or more, not to exceed a maximum loan amount of \$50,000.

How Loans are taken from the Annuity Account Value:

To effect your loan, we withdraw the loan amount from the Annuity Account Value. No Withdrawal Charges apply. The amount of the loan will not be included in calculating the Free Withdrawal Amount available under your Contract.

#### Loan Term:

The maximum loan term is five years. However, if you state on the loan request form that the purpose of the loan is to purchase your principal residence your maximum loan term is thirty years. In no event may the loan term extend beyond the Maturity Date.

#### Loan Interest Rate:

The loan interest rate is subject to the terms of your Employer's Plan.

The following applies to your TSA Contract if it is part of a non-ERISA Plan or if you have an EDC Contract under a Governmental Employer EDC Plan:

(i) Unless your Employer has selected another interest rate as required under its Plan, we will set the annual rate at which interest on a loan will accrue daily (the "loan interest rate"). The rate will be based on the prime rate plus 1%. Such rate will be not greater than any maximum rate required under any current applicable state or Federal law.

The following applies to your TSA Contract if it is part of an ERISA Plan:

(ii) Your Employer must provide the loan interest rate. Such rate will be not greater than any maximum rate required under any current applicable state or Federal law.

#### Loan Charges:

A loan set-up charge of [\$25] will be deducted from your Annuity Account Value at the time the withdrawal to effect your loan is processed.

In addition, on the last Friday of each calendar quarter we will deduct from your Annuity Account Value a loan recordkeeping charge in the amount of [\$6.25] for each outstanding loan. If that Friday is a holiday, then the charge will be deducted on the last business day preceding that Friday.

These charges will be deducted on a pro-rata basis from the Variable Investment Options and the Guaranteed Interest Option. If there is insufficient value in these Investment Options then the required amount remaining will be deducted from the account for Special Dollar Cost Averaging. Any remaining amount will then be deducted from the Segment Type Holding Account(s), then pro-rata from the Segments, if applicable.

#### Loan Repayments:

#### A. Repayment schedule and repayment amount

The loan must be repaid according to the repayment schedule, which will require that substantially level amortization payments of principal and interest be made at least quarterly, unless otherwise required or permitted by law. The loan repayment amount is determined by applying the interest rate to the loan principal and taking into account the loan term.

The loan repayments may be made through payroll deductions or directly, as permitted by your Employer's Plan.

The loan may be repaid in full at any time, including interest due.

#### B. Acceleration of repayment, suspension or extension of repayment

Repayment of a loan will be accelerated and full repayment of any unpaid principal and interest will be required upon the earliest of any of the following events:

- (i) Termination of your Employer's Plan;
- (ii) The date your Contract terminates;
- (iii) Your separation from service whether before or at your retirement;
- (iv) The election and commencement of Annuity Benefits;
- (v) Your death: and

(vi) Any date we determine that the Code requires acceleration of the loan payment so that the Federal income status of your Contract is not adversely affected.

We will suspend repayment of a loan or extend repayment of a loan for a specified period where required by the Code. Before we can do so we must first receive appropriate documentation, including any required approval of your Employer or the Employer's Designee, that repayment of your loan is eligible to be suspended or extended for a specified period of time by reason of your leave of absence from employment with your Employer, military service, or any other reason required under the Code.

#### C. Allocation of loan repayments

Loan repayments (principal and interest) will be allocated in accordance with the Contribution allocation instructions on file on the date a loan repayment is received. A loan repayment will be applied as of the date it is received by our Processing Office. We will apply payments first to interest due, with the balance applied towards repayment of the loan principal.

#### Loan Defaults:

By each repayment due date, if the amount of the loan repayment is less than the amount due or the loan repayment is not received at our Processing Office, by the last day of the calendar quarter following the calendar quarter of the repayment due date, we will treat the loan as being in default. When a loan is in default, we will treat the unpaid balance of the loan at that time, including interest due but not paid, as a deemed distribution for Federal income tax purposes.

We will deduct any Withdrawal Charges that may apply on the loan default and any required tax withholding.

We will not treat a loan as defaulted if we receive appropriate documentation, including any required approval of your Employer or the Employer's Designee, that repayment of your loan may be suspended or extended for a specified period of time by reason of your leave of absence from employment with your Employer, military service, or any other reason required under the Code.

#### Changes:

We have the right to change the loan terms, as long as any such change is made to maintain compliance with the terms of any laws that apply to your Contract.

*The following Section is restated as follows:* 

#### SECTION 6.02 PAYMENT UPON DEATH

Upon receipt of due proof of your death before the Maturity Date, we will pay a Death Benefit to the Beneficiary named under Section 6.01. Payment is subject to the terms of Section 6.01 and any special rules which may apply as described in the Data Pages and any Endorsement or Rider attached hereto.

For the portion of the Death Benefit payable to a Beneficiary, the date on which we received the Beneficiary requirements is the "Payment Transaction Date". Payment of a Death Benefit will be made upon our receipt of the following "Beneficiary Requirements":

- (i) a properly completed written request;
- (ii) due proof of death (as evidenced by a certified copy of the death certificate);
- (iii) proof satisfactory to us that the person claiming the Death Benefit is the person entitled to receive it;
- (iv) tax information required by the Code; and
- (v) any other forms we require.

Upon receipt of notification of your death, if we have not received the Beneficiary Requirements described above, your Contract will continue to remain invested in the Investment Options and no transactions will be permitted.

Unless otherwise specified in an optional Rider or the Data Pages attached hereto, the amount of the Death Benefit is equal to the Annuity Account Value, or if greater, the Guaranteed Minimum Death Benefit.

On the Contract Date, the Guaranteed Minimum Death Benefit is equal to the initial Contribution. Thereafter, the Guaranteed Minimum Death Benefit is adjusted for any subsequent Contributions, loans, loan repayments and withdrawals. The Guaranteed Minimum Death Benefit is (i) increased by the dollar amount of Contributions and loan repayments (including interest) and (2) reduced by the dollar amount of loans and on a pro-rata basis for withdrawals. A pro-rata reduction is determined as follows:

- (1) Divide the amount of the withdrawal by your Annuity Account Value immediately preceding the withdrawal;
- (2) Multiply the fraction calculated in (1) by the amount of your Guaranteed Minimum Death Benefit immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

Payment upon death is subject to the "Required Minimum Distribution Rules" of Sections 403(b) and 401(a)(9) of the Code in the case of a TSA Contract, and Sections 457(b) and 401(a) of the Code in the case of a Governmental Employer Plan EDC Contract, as described in the Section "Required Minimum Distribution Rules" of your Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY 1290 Avenue of the Americas, New York, N.Y. 10104

Mark Pearson,

Chairman of the Board and Chief Executive Officer

Karen Field Hazin, Vice President Secretary and Associate General Counsel

Laver Field Hagi

Company Tracking Number: 2011LOANS-201

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Equivest

Project Name/Number: Series 201 - ENDORSEMENT APPLICABLE TO LOANS/2011LOANS-201

## **Supporting Document Schedules**

Item Status: Status

Date:

Bypassed - Item: Flesch Certification

Bypass Reason: Not applicable to Variable Annuity/SEC regulated product.

**Comments:** 

Item Status: Status

Date:

Bypassed - Item: Application

Bypass Reason: Not applicable - Please see filing letter.

**Comments:** 

Item Status: Status

Date:

Bypassed - Item: Life & Annuity - Acturial Memo

Bypass Reason: N/A, No Actuarial Memorandum for this endorsement filing.

Comments:

Item Status: Status

Date:

Satisfied - Item: Variable Text Memorandum

Comments:

Attachment:

VTM-SERIES 201 LOAN ENDORSEMENT (TSA - EDC GENERIC).pdf

Item Status: Status

Date:

Satisfied - Item: Certificate of Compliance

Comments:

Attachments:

ArkansasComplianceBull11-83Crt.pdf

Company Tracking Number: 2011LOANS-201

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium

Variable and Variable

Product Name: Equivest

Project Name/Number: Series 201 - ENDORSEMENT APPLICABLE TO LOANS/2011LOANS-201

ArkansasComplianceCrt Regulation 19s 10B.pdf

Item Status: Status

Date:

Satisfied - Item: Filing Letter

Comments:

Attachment:

AR Filing Letter for Equivest Series 201 Loan End .pdf

#### AXA EQUITABLE LIFE INSURANCE COMPANY

#### **Memorandum of Variable Material**

#### August 11, 2011

#### 2011LOANS -201 - ENDORSEMENT APPLICABLE TO LOANS

The following comments describe the nature and scope of the variable material contained in the form.

- 1. Page 2: The minimum loan amount will range from \$500 to \$5,000.
- 2. Page 2: The minimum Annuity Account Value to request a loan will range from \$1,000 to \$5,000.
- 3. <u>Page 2</u>: The minimum Annuity Account Value that must remain after a loan is taken will range from \$250 to \$1,000.
- 4. Page 3 The loan set up charge will range from \$25 to \$100.
- 5. Page 4: The quarterly charge will range from \$6.26 to \$25.

# **AXA Equitable Life Insurance Company**

## **State of Arkansas**

# **Certificate of Compliance – Bulletin 11-83**

**RE**: 2011LOANS-201

I, <u>Gregory Prato</u>, <u>Assistant Vice President</u> of <u>AXA Equitable Life Insurance Company</u>, do hereby certify that the guidelines of Arkansas Bulletin 11-83 have been reviewed, and that the above listed form(s) do comply with these guidelines.

BY:	Gregor Prato-
	Signature
	Gregory Prato
	Name
	Assistant Vice President
	Title
	08/17/2011
	Date

# **AXA Equitable Life Insurance Company State of Arkansas**

# Certificate of Compliance – Regulation 19s 10B Unfair Sex Discrimination in the Sale of Insurance

RE:	2011LOANS-201	
above	e listed form(s) meet the requirements of R cable requirements of the Arkansas Department	egulation 19s 10B as well as all
	BY:	
	Jh e	son hats
	Signatu	re
	C	Don't
	Gregor Name	y Prato
	Tunie	
		nt Vice President
	Title	
	08/17/2	011

Date



Paul Bernitt
Policy Form Manager
Annuity Product Management & Filing

August 17, 2011

Mr. Jay Bradford, Insurance Commissioner Arkansas Insurance Department 1200 West Third Street Little Rock, AR 72201-1904

RE: AXA Equitable Life Insurance Company

**NAIC No.:** 968-62944 **FEIN** 13-5570651

**Endorsement: 2011LOANS-201** 

Dave a. Bernitt

Dear Mr. Bradford:

We are filing for your approval the above referenced Endorsement for use with Contract 2006BASE-I-A that was previously approved by the Department on 03/27/2006 under State Tracking No. 32068.

Endorsement 2011LOANS-201 is new and will not replace any existing Endorsement. It will be issued to new business Units in the Tax Sheltered Annuity (TSA) and Employee Deferred Compensation (EDC) Governmental Employer plans. The required filing fee will be sent by express mail or EFT.

We have also attached a Memorandum of Variable Material for the Endorsement.

If you have any questions or need any additional information, please call me collect at (212) 314-3761 or Greg Prato at (212) 314-5710. Thank you.

Sincerely,

Paul Bernitt

Policy Form Manager